

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM314628

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMERICAN BLUE RIBBON HOLDINGS, LLC		08/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
99 RESTAURANTS, LLC		08/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
O'CHARLEY'S MANAGEMENT COMPANY, LLC		08/19/2014	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1525 WEST W.T. HARRIS BLVD.
Internal Address:	MACD1109-019
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	3216588	&
Registration Number:	1883771	ALL-WORLD DOUBLE CHEESEBURGER
Registration Number:	3918482	AMERICAN BLUE RIBBON HOLDINGS, LLC
Registration Number:	4436632	AMERICAN BLUE RIBBON HOLDINGS
Registration Number:	1930867	ANGEL'S
Registration Number:	1783034	ANGEL'S
Registration Number:	1699370	SMARTER WAYS TO GET THINGS DONE
Registration Number:	3999934	ARTISAN PIE SHOP SPECIAL
Registration Number:	1394423	BAKERS SQUARE
Registration Number:	1394236	BAKERS SQUARE
Registration Number:	1394428	BAKERS SQUARE
Registration Number:	2002503	BAKERS SQUARE RESTAURANT & PIES
Registration Number:	4317217	BAKERS SQUARE RESTAURANT & BAKERY
Registration Number:	2239993	BEST PIE IN AMERICA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1307977	BUCKY
Registration Number:	1942036	CANDY CANE PIE
Registration Number:	4425593	DISCOVER ALL THAT'S GOOD INSIDE
Registration Number:	3270225	FRUITABULOUS PIES
Registration Number:	1979914	GOOD FOOD...GOOD FEELINGS
Registration Number:	3240715	GOOD NEIGHBOR REWARDS
Registration Number:	2237698	GREAT FOOD. UNBELIEVABLE PIE.
Registration Number:	2317331	J. HORNER'S
Registration Number:	2587251	J. HORNER'S LEGENDARY PIES & DESSERTS
Registration Number:	2453068	SHERWOOD
Registration Number:	4361669	LEGENDARY BAKING
Registration Number:	4015699	IOBYTE
Registration Number:	4046125	LEGENDARY BAKING SINCE 1969
Registration Number:	3158244	MAX & ERMA'S
Registration Number:	3158132	MAX & ERMA'S
Registration Number:	1957161	MAX & ERMA'S
Registration Number:	3730607	PINHO'S
Registration Number:	4026183	MAX & ERMA'S FREE COOKIES WEDNESDAY FRES
Registration Number:	1085131	MAX & ERMA'S NEIGHBORHOOD GATHERING PLAC
Registration Number:	4542602	MAX & ERMA'S THE HOMETOWN FAVORITE
Registration Number:	4436631	
Registration Number:	4428962	
Registration Number:	4288896	MY V.I.B.
Registration Number:	4312172	MY V.I.B. CHOOSE 4 DIFFERENT ITEMS! ALL
Registration Number:	4436633	PASSION TO SERVE
Registration Number:	4295822	THE PERFECT PAIR
Registration Number:	3787096	PIE RUSH WEDNESDAY
Registration Number:	3297956	RANDOM ACTS OF PIE-NESS
Registration Number:	2100736	SWEET RETURNS
Registration Number:	4106042	COEXIST
Registration Number:	1682297	THE BREAKFAST EXPERTS
Registration Number:	3953070	CSH SUPPORTIVE HOUSING IT WORKS
Registration Number:	3947074	THE INNCREDBLE V.I.B. CHOOSE 4 DIFFEREN
Registration Number:	2603514	THE SKILLET EXPERTS
Serial Number:	85430095	TRUPIE
Serial Number:	85417581	TRUPIE
Registration Number:	4202421	VI:)
Registration Number:	4287957	VI
Registration Number:	1070440	VILLAGE INN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1118490	VILLAGE INN
Registration Number:	1197458	VILLAGE INN
Registration Number:	0768280	VILLAGE INN
Registration Number:	1118469	THE CLASSIC THEATRE
Registration Number:	3478683	CROWD PLEAZERS
Registration Number:	4384114	CROWD PLEAZERS
Registration Number:	3387722	NINETY NINE RESTAURANT
Registration Number:	3380331	NINETY NINE
Registration Number:	2316751	99
Registration Number:	2838473	99
Serial Number:	85184529	PETITE TREATS
Registration Number:	3207616	O'CHARLEY'S O' TO-GO
Registration Number:	3258670	O' O'CHARLEY'S CURBSIDE TO-GO
Registration Number:	3120559	O'CHARLEY'S GOOD FOOD, GOOD TIMES
Registration Number:	3448002	UNSLICEABLY SOFT ROLLS
Registration Number:	1338554	O'CHARLEYS
Registration Number:	1788688	O'CHARLEY'S
Registration Number:	1789555	O'CHARLEY'S
Registration Number:	3447997	BOTTOMLESS BOWL
Serial Number:	86287908	NINE GREAT MEALS. ONE GREAT PRICE. ZERO
Serial Number:	86287913	NINE MEALS. ONE PRICE. ZERO COMPROMISES.
Registration Number:	4392020	O'CHARLEY'S
Registration Number:	4137076	TWISTED CHIPS
Registration Number:	4110363	LUNCH EXPRESS

CORRESPONDENCE DATA

Fax Number: 7045032622

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 704 503 2600

Email: trademarks@kslaw.com,vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18464.015221 ABRH
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	08/20/2014

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of August, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **FIDELITY NEWPORT HOLDINGS, LLC**, a Delaware limited liability company, as Holdings, **ABRH, LLC**, a Delaware limited liability company, as Borrower, the Lenders, **WELLS FARGO SECURITIES, LLC**, a Delaware limited liability company, and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**, a Delaware corporation, as joint lead arrangers, **WELLS FARGO SECURITIES, LLC**, a Delaware limited liability company, and **MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**, a Delaware corporation, as joint book runners, **BANK OF AMERICA, N.A.**, as syndication agent, and **CITIZENS BANK, NATIONAL ASSOCIATION, COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. "RABOBANK NEDERLAND", NEW YORK BRANCH** and **REGIONS BANK**, as documentation agent, and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of August 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I, excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent and the other Lenders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as physical delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

transmission also shall physically deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AMERICAN BLUE RIBBON HOLDINGS,
LLC, a Delaware limited liability company

By: 

Name: Anita Adams

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

99 RESTAURANTS, LLC, a Delaware limited liability company

By: 

Name: Anita Adams

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

O'CHARLEY'S MANAGEMENT
COMPANY, LLC, a Tennessee limited
liability company

By: 


Name: Anita Adams

Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Stephen A. Leon
Title: Managing Director

GUARANTY AND SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks Owned by American Blue Ribbon Holdings, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
1.& and Design	1/30/2005	United States Federal Registration	3/5/2007	3,216,588	American Blue Ribbon Holdings, LLC
2.ALL WORLD DOUBLE CHEESEBURGER	1/30/2005	United States Federal Registration	3/14/1995	1,883,771	American Blue Ribbon Holdings, LLC
3.AMERICAN BLUE RIBBON HOLDINGS, LLC	5/15/2003	United States Federal Registration	2/15/2011	3,918,482	American Blue Ribbon Holdings, LLC
4. AMERICAN BLUE RIBBON HOLDINGS	6/3/2013	United States Federal Registration	11/19/2013	4,436,632	American Blue Ribbon Holdings, LLC
5.ANGEL'S	4/8/1994	United States Federal Registration	10/31/1995	1,930,867	American Blue Ribbon Holdings, LLC
6.ANGEL'S and design	7/10/1991	United States Federal Registration	7/20/1993	1,783,034	American Blue Ribbon Holdings, LLC
7.ANGEL'S DINER	4/8/1994	United States Federal Registration	6/13/1995	1,699,370	American Blue Ribbon Holdings, LLC
8.ARTISAN PIE SHOP SPECIAL	6/23/2010	United States Federal Registration	8/23/2011	3,999,934	American Blue Ribbon Holdings, LLC
9.BAKERS SQUARE	3/25/1993	Canada	5/12/1995	TMA442,737	American Blue Ribbon Holdings, LLC
	11/28/1983	United States Federal Registration	5/20/1985	1,394,423	American Blue Ribbon Holdings, LLC
	4/2/1984	United States Federal Registration	5/20/1985	1,394,236	American Blue Ribbon Holdings, LLC
		Nebraska		NE757934	American Blue Ribbon Holdings, LLC
		Nebraska	7/18/2013	NE10179510	American Blue Ribbon Holdings, LLC
10.BAKERS SQUARE and design	4/26/1984	United States Federal Registration	5/20/1985	1,394,428	American Blue Ribbon Holdings, LLC
11.BAKERS SQUARE RESTAURANT & PIES and design	5/8/1995	United States Federal Registration	9/24/1996	2,002,503	American Blue Ribbon Holdings, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
12. BAKERS SQUARE RESTAURANT & BAKERY (in color)	9/21/2012	United States Federal Registration	4/9/2013	4,317,217	American Blue Ribbon Holdings, LLC
13. BAKERS SQUARE RESTAURANT & BAKERY and Design	9/21/2012	United States Federal Registration	4/9/2013	4,317,217	American Blue Ribbon Holdings, LLC
14. BEST PIE IN AMERICA	3/10/1998	United States Federal Registration	4/13/1999	2,239,993	American Blue Ribbon Holdings, LLC
15. BUCKY	2/3/1983	United States Federal Registration	12/04/1984	1,307,977	American Blue Ribbon Holdings, LLC
16. CANDY CANE PIE	12/23/1993	United States Federal Registration	12/19/1995	1,942,036	American Blue Ribbon Holdings, LLC
17. DISCOVER ALL THAT'S GOOD INSIDE	3/28//2013	United States Federal Registration	10/29/2013	4,425,593	American Blue Ribbon Holdings, LLC
18.FRUITABULOUS PIES	2/3/2005	United States Federal Registration	7/24/2007	3,270,225	American Blue Ribbon Holdings, LLC
19.GOOD FOR...GOOD FEELINGS	8/21/1995	United States Federal Registration	5/11/1996	1,979,914	American Blue Ribbon Holdings, LLC
20.GOOD NEIGHBORS REWARDS	10/17/2005	United States Federal Registration	5/8/2007	3,240,715	American Blue Ribbon Holdings, LLC
21.GREAT FOOD. UNBELIEVABLE PIE	7/31/1997	United States Federal Registration	4/5/1999	2,237,698	American Blue Ribbon Holdings, LLC
22.J. HORNERS	5/29/1997	United States Federal Registration	2/6/2000	2,317,331	American Blue Ribbon Holdings, LLC
23.J. HORNERS LEGENDARY PIES & DESSERTS and design	3/15/2000	United States Federal Registration	7/2/2002	2,587,251	American Blue Ribbon Holdings, LLC
24.J.HORNERS LEGENDARY PIES & DESSERTS and design	5/29/1997	United States Federal Registration	5/25/2001	2,453,068	American Blue Ribbon Holdings, LLC
25.LEGENDARY BAKING	11/23/2009	United States Federal Registration	7/2/2013	4,361,669	American Blue Ribbon Holdings, LLC
	11/203/2009	United States Federal Registration	6/23/2011	4,015,699	American Blue Ribbon Holdings, LLC
26.LEGENDARY BAKING SINCE 1969 and design	3/6/2010	United States Federal Registration	10/25/2011	4,046,125	American Blue Ribbon Holdings, LLC
27.MAX & ERMA'S	11/18/2005	United States Federal Registration	10/17/2006	3,158,244	American Blue Ribbon Holdings, LLC
28.MAX & ERMA's (stylized)	11/15/2005	United States Federal Registration	10/17/2006	3,158,132	American Blue Ribbon Holdings, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
	7/5/1994	United States Federal Registration	2/20/1995	1,957,161	American Blue Ribbon Holdings, LLC
29. MAX & ERMA'S A BETTER PLACE TO EAT	3/25/2009	United States Federal Registration	12/29/2009	3,730,607	American Blue Ribbon Holdings, LLC
30. MAX & ERMA'S FREE COOKIES WEDNESDAY FRESH BAKED! And design	2/22/2011	United States Federal Registration	9/13/2011	4,026,183	American Blue Ribbon Holdings, LLC
31. MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE	3/8/1977	Ohio	3/8/1977	SM2587	Max & Erma's Restaurants, Inc.
32. MAX & ERMA'S NEIGHBORHOOD GATHERING PLACE & DESIGN	10/22/1976	United States Federal Registration	2/7/1978	1,085,131	American Blue Ribbon Holdings, LLC
33. MAX & ERMA'S THE HOMETOWN FAVORITE	9/12/2013	United States Federal Registration	6/3/2014	4,542,602	American Blue Ribbon Holdings, LLC
34. MISCELLANEOUS DESIGN (ribbon in black and white)	6/3/2013	United States Federal Registration	11/19/2013	4,436,631	American Blue Ribbon Holdings, LLC
35. MISCELLANEOUS DESIGN (ribbon in color)	6/3/2013	United States Federal Registration	11/5/2013	4,428,962	American Blue Ribbon Holdings, LLC
36. MY V.I.B	6/27/2012	United States Federal Registration	2/12/2013	4,288,896	American Blue Ribbon Holdings, LLC
37. MY V.I.B. CHOOSE 4 DIFFERENT ITEMS! ALL DAY EVERY DAY	6/27/2012	United States Federal Registration	4/2/2013	4,312,172	American Blue Ribbon Holdings, LLC
38. PASSION TO SERVE	6/3/2013	United States Federal Registration	11/19/2013	4,436,633	American Blue Ribbon Holdings, LLC
39. THE PERFECT PAIR	9/28/2012	United States Federal Registration	2/26/2013	4,295,822	American Blue Ribbon Holdings, LLC
40. PIE RUSH WEDNESDAY	9/4/2009	United States Federal Registration	5/11/2010	3,787,096	American Blue Ribbon Holdings, LLC
41. RANDOM ACTS OF PIE-NESS	7/5/2006	United States Federal Registration	9/25/2007	3,297,956	American Blue Ribbon Holdings, LLC
42. SWEET RETURNS	9/11/1995	United States Federal Registration	9/30/1997	2,100,736	American Blue Ribbon Holdings, LLC
43. THE BAKERS SQUARE RESTAURANT & PIES FOUR SQUARE and design	6/7/2011	United States Federal Registration	3/5/2012	4,106,042	American Blue Ribbon Holdings, LLC
44. THE BREAKFAST EXPERTS	3/14/1991	United States Federal Registration	4/7/1992	1,682,297	American Blue Ribbon Holdings, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
45. THE INNCREIBLE V.I.B.	3/5/2010	United States Federal Registration	5/17/2011	3,953,070	American Blue Ribbon Holdings, LLC
46. THE INNCREIBLE V.I.B. CHOOSE 4 DIFFERENT ITEMS FOR ALL DAT EVERY DAY and design	4/30/2010	United States Federal Registration	4/19/2011	3,947,074	American Blue Ribbon Holdings, LLC
47. THE SKILLET EXPERTS	4/14/2000	United States Federal Registration	8/6/2002	2,603,514	American Blue Ribbon Holdings, LLC
48. TRUPIE	9/8/2011	United States Federal Registration		Allowed	American Blue Ribbon Holdings, LLC
49. TRUPIE and design	9/23/2011	United States Federal Registration		Allowed	American Blue Ribbon Holdings, LLC
50. VI and smiley face design	1/13/2012	United States Federal Registration	9/4/2012	4,202,421	American Blue Ribbon Holdings, LLC
51. VI (stylized)	2/1/2012	United States Federal Registration	2/12/2013	4,287,957	American Blue Ribbon Holdings, LLC
52. VILLAGE INN	10/20/1976	United States Federal Registration	7/25/1977	1,070,440	American Blue Ribbon Holdings, LLC
53. VILLAGE INN and orange trapezoid design	10/20/1976	United States Federal Registration	5/15/1979	1,118,490	American Blue Ribbon Holdings, LLC
54. VILLAGE INN (stylized)	3/24/1980	United States Federal Registration	5/8/1982	1,197,458	American Blue Ribbon Holdings, LLC
	9/24/1962	United States Federal Registration	4/14/1964	768,280	American Blue Ribbon Holdings, LLC
55. VILLAGE INN PANCAKE HOUSE	10/20/1976	United States Federal Registration	5/15/1979	1,118,469	American Blue Ribbon Holdings, LLC
56. VILLAGE INN		Nebraska	7/18/2013	NE10179511	American Blue Ribbon Holdings, LLC

Trademarks Owned by 99 Restaurants, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
1. BLOCKBUSTER MUG		Connecticut	7/25/2005	22393	99 Restaurants, LLC
		Maine	3/25/1999	19990314	99 Restaurants, LLC
		Massachusetts	1/7/1999	56783	99 Restaurants, LLC
		Pennsylvania	6/30/2005	3318285	99 Restaurants, LLC
		Rhode Island	11/30/1998	11990101	99 Restaurants, LLC
2. COLOSSAL		Connecticut	7/25/2005	22392	99 Restaurants, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
COCKTAIL/ COLOSSAL COCKTAILS					
		Maine	3/10/1999	19990291	99 Restaurants, LLC
		Massachusetts	1/4/1999	56764	99 Restaurants, LLC
		New Hampshire	3/9/1999		99 Restaurants, LLC
		Pennsylvania	6/30/2005	3318283	99 Restaurants, LLC
		Rhode Island	1/4/1999	981209	99 Restaurants, LLC
3. CROWD PLEAZERS		Connecticut	3/22/2004	21997	99 Restaurants, LLC
		Maine	3/22/2004	20040213M	99 Restaurants, LLC
		Massachusetts	3/29/2004	64123	99 Restaurants, LLC
		New Hampshire	3/22/2004	73601301	99 Restaurants, LLC
		Pennsylvania	6/30/2005	3318280	99 Restaurants, LLC
		Rhode Island	3/22/2004	20040307	99 Restaurants, LLC
		Vermont	3/20/2004	8175	99 Restaurants, LLC
	11/16/2006	United States Federal Registration	8/5/2008	3,478,683	99 Restaurants, LLC
	3/21/2008	United States Federal Application	8/13/2013	77/428,469 (Serial No.) 4,384,114	99 Restaurants, LLC
4. STEAKBURGER/ STEAKBURGERS		Pennsylvania	6/30/2005	3318282	99 Restaurants, LLC
5. NINETY NINE RESTAURANTS	1/5/2007	United States Federal Registration	2/26/2008	3,387,722	99 Restaurants, LLC
6. NINETY NINE	1/5/2007	United States Federal Registration	2/12/2008	3,380,331	99 Restaurants, LLC
7. BLOCKBUSTER		Connecticut	1/22/1999	20631	99 Restaurants, LLC
		New Hampshire	3/9/1999		99 Restaurants, LLC
8. 99 REASONS	5/9/2007 Abandoned 2/21/2011	United States Federal Application		77/176,262 (Serial No.)	99 Restaurants, LLC
9. 99 & DESIGN	3/19/1999	United States	2/08/2000	2,316,751	99 Restaurants, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
		Federal Registration			
		New Hampshire	3/4/1994		99 Restaurants, LLC
10. 99	10/17/2002	United States Federal Registration	5/4/2004	2,838,473	99 Restaurants, LLC
11. PETITE TREATS	11/24/2010	United States Federal Application		85/184,529	99 Restaurants, LLC
12. 99 RESTAURANT & PUB		Massachusetts	7/22/2005	66019	99 Restaurants, LLC
13. 99 TO GO & DESIGN		Massachusetts	3/29/2004	64124	99 Restaurants, LLC
14. THE BEST DEAL IN TOWN		Massachusetts	11/22/1994	50341	99 Restaurants, LLC
		New Hampshire	3/4/1994		99 Restaurants, LLC
		Rhode Island	11/22/1994	941103	99 Restaurants, LLC

Trademarks Owned by O'Charley's Management Company, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
1. O'CHARLEY'S O' TO GO (STYLIZED)	8/11/2005	United States Federal Registration	2/13/2007	3,207,616	O'Charley's Management Company, LLC
2. O' O'CHARLEY'S CURBSIDE TOGO (STYLIZED)	8/29/2006	United States Federal Registration	7/3/2007	3,258,670	O'Charley's Management Company, LLC
3. O'CHARLEY'S GOOD FOOD, GOOD TIMES	8/11/2005	United States Federal Application	7/25/2006	3,120,559	O'Charley's Management Company, LLC
4. UNSLICEABLY SOFT ROLLS	5/22/2007	United States Federal Application	6/17/2008	3,448,002	O'Charley's Management Company, LLC
5. TWISTED CHIPS	4/29/2008	United States Federal Registration	5/1/2012	77/461,303 (Serial No.) 4,137,076	O'Charley's Management Company, LLC
6. O'CHARLEY'S (STYLIZED)	11/19/1984	United States Federal Application	5/28/1985	1,338,554	O'Charley's Management Company, LLC
7. O'CHARLEY'S	1/7/1993	United States	8/17/1993	1,788,688	O'Charley's

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
		Federal Application			Management Company, LLC
8. O'CHARLEY'S	1/7/1993	United States Federal Application	8/24/1993	1,789,555	O'Charley's Management Company, LLC
9. BOTTOMLESS BOWL	5/18/2007	United States Federal Registration	6/17/2008	3,447,997	O'Charley's Management Company, LLC
10. LUNCH EXPRESS	7/6/2010	United States Federal Registration (supplemental)	3/6/2012	85/078,585 (Serial No.) 4,110,363	O'Charley's Management Company, LLC
11. NINE GREAT MEALS, ONE GREAT PRICE. ZERO COMPROMISES	5/21/2014	United States Federal Application		App. No. 86/287908	O'Charley's Management Company, LLC
12. NINE MEALS, ONE PRICE. ZERO COMPROMISES	5/21/2014	United States Federal Application		App. No. 86/287913	O'Charley's Management Company, LLC
13. O'CHARLEYS (in stenciled lettering)	1/18/2013	United States Federal Registration	8/27/2013	4/392/020	O'Charley's Management Company, LLC